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CONTRACTS—RESTRAINT OF TRADE—EMPLOYEE'S CONTRACT TO REFRAIN FROM COMPETITION.—In a contract of employment made with complainant defendant promised that he would not at any time, either during or subsequent to such employment, give out any information regarding the plant or processes of complainant, and would not do anything which might injure, by competition or otherwise, the complainant, its successors or assigns, in its business. In a bill for an injunction to restrain defendant from carrying on a similar business in another town, subsequent to the term of employment with complainant, *held*, denying an injunction, that the contract was void as in restraint of trade, in the absence of proof that the employer was possessed of a trade secret. *Victor Chemical Works v. Iliff* (Ill., 1921), 132 N. E. 806.

There is apparently a growing tendency to regard contracts of employment in partial restraint of trade with disfavor, and at least to refuse injunctions, unless the scope of the contract is clearly no greater than necessary for the protection of the promisee's rights. *Hepworth Mfg. Co. v. Ryott*, L. R. [1920], 1 Ch. 1, 18 MICH. L. REV. 795. The decision in the instant case is placed on the ground that the restraint was unlimited as to time and place, and that the proof does not show that complainant had any trade secret. The terms of the contract hardly seem to justify this broad statement. Defendant might set up a similar business in a location where he would not injure or compete with complainant. Reasonable territorial limits might have been implied from this fact, as well as a time limit co-extensive with the existence of the complainant's business. Such an interpretation would not be lacking in precedent in the case of the sale of good will with a business, *Wooten v. Harris*, 153 N. C. 43; *Morgan v. Perhamus*, 36 Ohio St. 517; *Prame v. Ferrell*, 166 Fed. 702; although in this class of cases limitations as to both time and place are unnecessary, according to the modern view, if the agreement is reasonable in other respects and does not unduly conflict with the public interest. "The rule, broadly stated, is that no contract of this kind is void as being in restraint of trade where it operates simply to prevent a party from engaging or competing in the same business." *Southworth v. Davison*, 106 Minn. 119. The instant case, however, does not consider the implied limitations as to time and space nor the analogy between the two classes of cases.

CORPORATIONS—LEASE TO CORPORATION NOT TERMINATED BY DISSOLUTION.—D represented the stockholders of a dissolved corporation which had been the lessee for years. After accepting rentals from D subsequent to the dissolution the lessor made a new lease of the premises to P for an increased rental. In arbitration proceedings to try title, *held*, D was entitled to the difference in rentals as trustee for the stockholders. *Cummington Realty Associates v. Whitten* (Mass., 1921), 132 N. E. 53.

The often stated rule of the common law is that upon the dissolution of a corporation the real property reverts to the grantor and the personalty escheats to the lord. CO. LIT. 13b. Corporations in Coke's time, however, were ecclesiastic or municipal and conveyances to them were usually without